VARIOUS ALLEGATIONS SET OUT IN THE SEVERAL COMPLAINTS.

Guardian Appointed for Jacob Renter, Sr .- Appellate Court Decision-Other Court Cases.

yesterday were many applications for divorce. John F. Lyons filed a suit in Room 2. Superior Court, against his wife, Clara Burnett Lyons, accusing her of infidelity and cruelty. Lyons alleges that his wife frequently assaulted him by throwing hot der guardianship. The jury decided she was water in his face. He also alleges that his sane, and Brooking applied for a new trial, wife berated him in the presence of their three small children and often told him she no longer loved him. He says his wife told him once that she would like to collect the insurance on his life. Lyons asks the court to grant him a divorce and the custody of the children-Ida, aged ten, Irene, aged six, and Ruth, aged three.

Pearl L. Swineford says her husband, Harry Swineford, failed to provide for her during their married life and frequently left her and his infant child dependent on the charity of neighbors for support. She says that when the baby was sick he failed to provide either a physician or medicine for the little one and when, by his cruel treatment, she became ill he permitted her to be taken to a public hospital for treatment. She alleges that her present poor physical condition was caused by Swineford's assaults on her and by his cruelty in abusing her before strangers, to her great humiliation. Dora Bates is accused by her husband,

Marshal Bates, of drunkenness and of misbehaving herself generally since their marriage. He asks that the court grant him an absolute divorce. George Murray states in his complaint for a divorce, filed against Lucinda Murray, that his wife has deserted him. The case

was filed in the Circuit Court. Alice Connor filed a complaint for divorce from her husband, Edward J. Connor. She avers that her husband has treated her cruelly and made a continuance of their married life unbearable to her. Mrs. Connor asks that the court permit her to resume her maiden name.

JACOB REUTER'S CONDITION.

Attention Called to It by the Appointment of a Guardian.

Jacob Reuter was appointed guardian of his father, Jacob Reuter, sr., yesterday by Probate Commissioner Walker. The elder Reuter was adjudged insane several months ago by a commission and the guardianship was established to enable the family of Reuter to collect sick benefits due him from several lodges and secret orders of which he is a member.

The appointment of the guardian recalls to many people the discovery of Reuter's insanity. He disappeared from his home in this city one day last August and was thought to have been killed. His body was not found, but several days later the chief of police of Rushville notified his relatives in this city that he had the old man in confinement and he was hopelessly insane. The old man had been found wandering in the woods near Artington, a small town near Rushville, nearly dead. He had eaten nothing for several days, and pointed to a bunch of clover hay and seven apples wrapped in a handkerchief as his rations. He expressed the fear of being arrested, and refused to be consoled when placed in jail at Rushville.

Reuter was recognized by his picture which was printed in an Indianapolis newspaper. He was sent to this city and confined in the police station. During his confinement he caused the police much trouble. He tried to kill himself by hold-

ing his head in a pail of water, and caused much trouble in the police station by his frequent violent outbursts of temper. His relatives caused a commission to be appointed to pass judgment on his sanity, and it found him to be insane and recommended his commitment to the Central Hospital for the Insane. Reuter has been in the asylum since August last.

IN THE CRIMINAL COURT.

Negroes that Robbed a Brightwood Store Sentenced.

Judge Alford tried all of the men thus far indicted by the grand jury during the al.; suit to quiet title. Superior Court, present session in the Criminal Court yesterday. Sylvester Woods, Joe Gowdy, John Puryear, Nelson Dixon and Arthur Bady, the negroes arrested for the robbery of the Brightwood grocery store of provisions of considerable value, were tried on charges of burglary and grand larceny. All of the men were found guilty of petit larceny with the exception of Bady, who was discharged. The men were also found guilty of burglary, but sentence on this count was suspended. Gowdy was fined \$1 and sentenced to imprisonment in the workhouse for ninety days. Puryear and Dixon were each fined \$1 and sentenced to sixty days' imprisonment. Woods escaped with a fine of \$1 and thirty days at hard labor in the workhouse. Harry Ballard, the negro who secreted the booty, was found guilty of receiving stolen goods and sentenced to the Indiana Reformatory for from one to three

watch and indicted for grand larceny, withdrew his plea of not guilty to the charge | case. and under a plea of guilty to petit larceny the street to the conductor immediately benefit to the city and the railroads, and was sentenced to the workhouse for ninety after plaintiff was thrown from the car they do not want this progress wasted. The days and fined \$1.

BINZER IS DISSATISFIED.

The Arbitrators, He Says, Appraised His Loss at Too Low a Figure.

. Solomon Binzer, proprietor of the dry goods store at 1237 Yandes street which burned on the night of Dec. 15, filed a suit for a readjustment of his fire loss in the Superior Court yesterday. Binzer names the Franklin Fire Insurance Company of

AN ENDLESS CHAIN.

That's What It Looks Like to a Coffee Toper.

The trained nurse has a hard task indeed during the long lonesome hours of the night when she must keep watch and it is hardly to be wondered at that many of them fall

writes a trained nurse of Kansas City, Mo., "I was required to give my patient most | trial judge will not be compelled to rule careful watching and during the long, sleepless nights I used to refresh myself trial filed with the declared purpose of roads so long as the legislative feature is taking an appeal. 2. This court assumes appropriate them every now and then with a cup of strong jurisdiction in mandamus only as an inci-

but unless I took another cup my condition | nied. Roby. C. J. 1.-A complaint which was worse than ever. In time I became extremely nervous and my strength failed me. but a sister nurse came to my relief by to alight and when she attempted to do telling me her own experience. She said, 'I so suddenly jerking the train so as to have been just where you are now, on the throw her to the ground and injure her do as I did you can be restored to perfect stating that the train was negligently health. If you will give up your coffee and use Postum Food Coffee your strength will return and your nerves be rebuilt. Upon her advice I immediately quit coffee and began the use of Postum Food Coffee and

"It has been two years now since I commenced Postum, and notwithstanding the days and nights of hard work which come to every nurse I find I am strong in every way and feel ready to live my allotted they had agreed on, and afterward carried three score and ten. Postum is a good friend to me and I have tried to be a good friend to Postum in return and many of fully insist that the bond and mortgage be

my nervous patients have been greatly enforced as they read, such reading being "One of these cases I will mention briefly. same may be reformed in equity. 2. An The patient was a newspaper editor and his award of \$150 to the borrower as damages condition was such that the doctors were for being deprived of the privilege of payafraid to let him be left alone. I made Post- ing his debt in a peculiar way (by trading um for him, and made it good. He was deum for him, and made it good. He was de-lighted with it and quit coffee entirely and thorized, where both parties acquiesced in it was not long before he completely recovered, is now strong physically and mentally, and has resumed his editorial duties. and the borrower asserted its right to mereknow the chief cause of his recovery was ly repay the loan with 6 per cent.

Postum Co., Battle Creek, Mich.

DIVORCE Philadelphia, the Thuringia Insurance Company of Erfurt, Germany, and the Phenix | for the purpose of enabling him to mort-insurance Company of Brooklyn, N. Y., de- | gage it after which it should again be con-Insurance Company of Brooklyn, N. Y., de-fendants in his suit.

Binzer's ground for the application for | veyed it to a trustee and he to the husband. readjustment is based on what he con- for an expressed consideration of one dollar siders an unfair appraisement of his fire loss. He states that when the fire in his husband thereupon borrowed money for his store destroyed its contents he suffered a | sole use and mortgaged the land to secure loss of \$4,873, but consented to an appraise- it (the wife joining) to a lender who knew ment of the loss by a board of arbitrators. | nothing concerning the title except what The arbitrators chosen, according to Binzer's complaint, were friendly to the insurance companies and fixed his loss at only \$1,717. Binzer petitions the court to set aside the appraisement contract that he may proceed against the insurance companies on the policies held.

Appellate Court Ruling.

The Appellate Court yesterday refused to issue an alternative writ of mandamus directing Judge James C. Branyan, of Huntington, to rule on a motion for a new trial or show why he failed to do so. John Brooking brought an action to have a relative adjudged of unsound mind and put undeclaring his purpose to appeal. The Appellate Court holds that no appeal will lie by an unsuccessful applicant for a ruling that somebody else is insane, and therefore Brooking is not injured by the judge's refusal to rule on his motion.

Pike Sent to Grand Jury.

James Pike, who was arrested last week charged with stealing nearly \$100 worth of property from the Van Camp Hardware Company, was given a preliminary hearing vesterday in Police Court and was bound over to the grand jury. Annie Moore, who lives at 309 West South street, who claimed to be Pike's wife, was also in court. Pike's | Marion county. Supersedeas brief. Sureal wife was also present and told a story persedeas. Appellants' brief (8.) of her desertion by Pike. Judge Stubbs in 4739. State for the use of Quincy Cram, holding Pike to the grand jury said that he was deserving of all the punishment the liott et al. Marshall C. C. Record. Aslaw could give him.

THE COURT RECORD.

SUPERIOR COURT. Room 1-John L. McMaster, Judge. Alfred Wilkerson, trustee, et al. vs. Captal National Bank. Cause taken under ad-Rosa Matheson vs. James Matheson; divorce. Decree granted. Plaintiff given cus-

tody of minor children. Room 2-James M. Leathers, Judge. William C. Hiland vs. John P. Heaton; on note. Defendant defaulted. Finding for plaintiff for \$53.80 and costs.

Room 3-Vinson Carter, Judge.

Mary E. Dittemore vs. Indianapolis Street-railway Company; damages. Dis-missed by plaintiff. Judgment against John Hamilton, assignee, vs. Phoenix M. Gallaher; account. Dismissed by plaintiff. Judgment against plaintiff for costs. Joseph Harris vs. Indianapolis Street-railway Company; damage. On trial by

CIRCUIT COURT.

Henry Clay Allen, Judge. Frederick Lohman vs. Phil E. Efroym-son; mechanic's lien. Plaintiff declines to reply. Judgment against plaintiff for costs. Frederick Lohman vs. Phil E. Efroymson; mechanic's lien. Plaintiff declines to reply. Judgment against plaintiff for costs. Frederick Lohman vs. Phil E. Efroymson; mechanic's lien. Plaintiff declines to reply. Judgment against plaintiff for costs. R. Thompson vs. the Cerealine Manufacturing Company; damages. Trial re-

CRIMINAL COURT.

Fremont Alford, Judge. Sylvester Woods, Joe Gowdy, John Puryear, Nelson Dixon and Arthur Bady; burglary and grand larceny. On trial by court. Finding of guilty of all to petit larceny except Arthur Bady, who is discharged. Gowdy fined \$1 and imprisoned ninety days in workhouse, Puryear and Dixon fined \$1 and each imprisoned sixty days in workhouse, Woods fined \$1 and costs and imprisoned thirty days in the workhouse. Sentence is suspended as to each as to the first count. Harry Ballard; receiving stolen goods. On trial by court. Finding of guilty. Fined \$1 and costs. Aged twenty-four years. Sentenced to the Indiana Reformatory from one to three years. Disfranchised one year. Dwight Price; grand larceny. Defendant withdraws his plea of not guilty and pleads guilty to petit larceny. Aged eighteen. Fined \$1 and costs and imprisoned in the

NEW SUITS. John F. Lyons vs. Clara Burnett Lyons; divorce. Superior Court, Room 2. City Bond Company vs. Ida B. Schooley et al.; complaint on improvement lien. Superior Court, Room 3. Pearl L. Swineford vs. Harry F. Swine-

workhouse ninety days.

ford; divorce. Superior Court, Room 1. Consolidated Coal and Lime Company vs. John Moore et al.; suit on contractor's consolidated Coal and Lime Company vs. John Moore et al.: suit on contractor's Superior Court, Room I. Jennie Webb vs. Joseph E. Benjamin et

Jennie E. Webb vs. Joseph E. Benjamin suit to quiet title. Superior Court, Room 2. Marshal Bates vs. Dora Bates; divorce.

John C. Wright vs. William H. Stocker; Superior Court, Room 2. Murray vs. Lucinda Murray; Circuit Court. Alice L. Connor vs. Edward J. Connor; divorce. Superior Court, Room 2.

Solomon Binzer vs. Phenix Insurance Company of Brooklyn et al.; adjustment of fire loss. Superior Court, Room 3. Frances M. Cowles vs. John T. Cowles; divorce. Superior Court, Room 3.

HIGHER COURTS' RECORD.

SUPREME COURT.

20003. Indianapolis Street-railway Company vs. Whitaker. Morgan C. C. Reversed. Hadley, C. J. 1.—The refusal of instructions is not error when the court sult the railroads' wishes. They also be-Dwight Price, accused of stealing a by other instructions given fully and fairly lieve that the progress made by the grade- public highways when roads are soft to and while she was lying on the ground advantage of the opportunity they are trythat "if you had stopped and let her off this would not have occurred," was not themselves. A law authorizing a contract, or circuit court in county where there are so related to the occurrence as to be such as was mentioned before, would, they part of the accident, and is not admissible | believe, involve no hostility and might work as res gestae in a suit by plaintiff for out a satisfactory result. Such a comprodamages.

20009. Frankel vs. Garrard et al. Delaware C. C. Set for oral argument Feb. 25. 19829. Pleasant Civil Township vs. William F. Cook et al. Laporte C. C. Appellant's petition for leave to file briefs, 19950. Fred C. Boyd vs. Logansport, Rochester & Northern Traction Company.

Cass C. C. Appellant's reply brief (8.) -New Case.-20092. The Board of Commissioners

Whitley County vs. Theodore Garty. Whitley C. C. Record. Assignment of errors. Notices (2) served.

APPELLATE COURT. 4720. State ex rel. vs. Branyan; original action. Alternative writ of mandamus denied. Robinson, J. 1 .- Since no appeal will lie on the merits from a judgment de-claring a person to be of sound mind and refusing to appoint a guardian for "When I first entered the profession," him, and this court will not entertain such an appeal merely to determine who shall pay the costs in the trial court, a n such a case on a motion for a new dent to appeals to it.
3991. C., H. & I. Railroad Company vs.
Worthington. Rush C. C. Rehearing deto go out on the platform in the night time

> jerked. 2. Where several negligent acts of defendant led up to and caused plaintiff's injury it is immaterial which or whether any one alone was its proximate cause. 3954. Home Savings Association vs. No-blesville, etc., Church. Hamilton C. C. Reversed. Black, P. J.-1. Where a building association and a borrower attempted to change the language of a printed form of bond and mortgage to express a contract different from the actual contract, but the

the leaving off of coffee and taking Postum

Food Coffee. He is, naturally, a good, at Life Insurance Company. Marion S. C. strong friend of Postum. Name given by Affirmed. Wiley, J.-1. Where a husband and wife owning land by entireties agreed

veyed to them jointly, and accordingly conin each case, which was not paid, and the was disclosed by an abstract showing said conveyances, and who made no special inquiries as to the wife's interest, and the title was again conveyed to them by entireties, such mortgage is a valid lien. 2. Estates by entireties are not more sacred

or unalterable than other estates. 4223. State Bank vs. Backus et al. Marion S. C. Affirmed. Roby, C. J.-1. The mere failure to record a deed or mortgage within forty-five days makes it fraudulent and void as against subsequent purchasers and mortgagees in good faith (Burns, Sec. 3350). but not as against general creditors. Where fraud is in issue growing out of preferences by an insolvent, it must be stated as a fact in the special finding and cannot be left to inference. 3. Where a mortgagee held his mortgage without recording for a year and then took a new mortgage to secure the debt and recorded it, no previous understanding or agreement having been entered into, he was not thereby estopped to claim priority over a general creditor whose debt was contracted during said

-Minute.-4649. Chicago & Erie Railroad Company vs. Edward L. Fox, by next friend, L. (Bomberger. Porter C. C. Appellant's brief (8.)

-New Cases .-4738. George W. Noah et al. vs. German-American Building Association of Indiana. Emma and John Stradley. Notice to York Life. drainage commissioner, vs. David A. Elsignment of errors. Notice to attorney of record. Served. Appellant's brief (8.)

RECENT LEGAL OPINIONS.

-Services of Son-Validity .-In New vs. Southern Railway Company it is held by the Supreme Court of Georgia that a contract whereby a father hires his minor son to another, and releases him from all liability for "damages for any injuries sustained" by the son while in the employer's service, will, where such contract can, under the facts of a case arising thereunder, be properly treated as valid and binding, defeat a recovery by the father for the loss of the value of the son's services during minority, even where such loss is occasioned by the murder of the son. And further, such a contract, though made with a railroad company, is valid and ter from liability for negligent acts of itself Southeastern Rep. (Georgia), 391.]

-President's Power to Pardon Contempts.-In the Circuit Court of Appeals of the Eighth circuit Judge Sanborn has most vigorously assailed the proposition that "contempts of court are public offenses, pardonable like any other." Two county udges were ordered by mandamus from Circuit Court to levy a tax for the payment a petition for a writ of habeas corpus. The court refused to stay the proceedings in order to allow a petition to the President for pardon, holding that the commitment was not in the execution of the criminal laws of the Nation, but was to secure to a suitor his legal rights, and that, therefore, the President was without power to pardon. [In re Nevitt, 117 Federal Rep., 448.]

-Regulating Hours of Employment .-The guestions arising under the clause of the Constitution forbidding any State to deprive a person of life, liberty or prop-erty without due process of law, furnish the most interesting problems in modern constitutional law, with the exception, perhaps, of the questions arising out of the relations of the United States with its insular pessessions. In State vs. Buchanan, the contention was made that the state law interfered with the liberty of contract, but the Supreme Court of Washington holds that an act providing that no female shall be employed in certain business establishments more than ten hours in a day does not violate this constitutional provision, but is within the police powers of the State. [70 Pacific Rep. (Washington), 52.]

-Telephone Companies-Assumption of Liabilities .-An independent telephone exchange in Detroit was absorbed by an older company. For a time subscribers were given interchangeable service, but eventually the service of the company absorbed was crippled and the subscribers cut off from connection with the purchasing company. In a suit by a subscriber whose connection with the old company had been cut off it was held that the purchasing company assumed all the obligations of the company absorbed and is compelled to give the subscriber telephonic connection over all lines with as good service as it gives to all of its other sub-scribers. [Mahan vs. Michigan Telephone Company, Supreme Court of Michigan,

-Contempt-Applying Abusive Epithets to Judge.-

The strong stand taken by the United States Court in West Virginia in reference to the action of the miners in that district during the recent coal strike is well known. A case growing out of the situation is that of the United States vs. Gehr, where it was held that a man who came into a federal district from a distant State for the purpose of inciting a strike among the miners, and who there publicly denounced the judge of the district for his official action in granting an injunction, using abusive language and applying opprobrious epithets to him personally, is guilty of a contempt of court. [116 Federal Rep., 520.]

BILL CAUSES A CRISIS.

(CONCLUDED FROM FIRST PAGE.) in early with a measure that may not con-2. A statement of a bystander on ing an amicable method of settlement of at Monday's conference.

COMMISSION SUSPENDS WORK.

It Is Waiting for the End of the Leg-

islative Question.

The sessions of the mayor's grade-crossing commission were suspended indefinitely at yesterday's meeting of the commission. The failure of President Ingalls to appear was construed by the commission to mean that it could expect no assistance from the railroads in determining its conclusions until the quesetion of grade-crossing legislaago. It expected them to send representatives to discuss the Nelson plans, which, with one or two features, are acceptable to the clusion that nothing will come from the engrossing them.

At last Tuesday's session a telephone portionment. communication from John T. Dye, general galls wished to be heard. Mr. Dye said Mr. calling a station and inducing a passenger | Ingalls would be here Friday. The commis-Saturdays, but to hear Mr. Ingalis a Friday session was arranged. Yesterday it was announced that a confusion of Mr. Ingalls's itinerary had made it impossible for him to remain for the commission's session yesterday. Accordingly, a communication was sent to Mr. Dye saying that, if Mr. Ingalls desired to be heard, the board would

arrange a meeting to suit his convenience at any time next week. Henry Coburn, a lumber dealer, talked to the commission yesterday about track elevation. He had come to hear Mr. Ingalis, sented his own views. He said track elevation meant a serious blow at the industries valueless unless elevated, and if elevated would revolutionize the methods of the industries. They were not, he said, prepared to do business up in the air. Elevation would be disastrous to shippers and railing freight depots away from the present district and resulting in additional cost for hauling. It would ruin the value of his yards unless the switch could reach the surface. He said Mr. Keach was mistaken

INSURANCE NEWS AND NOTES

Robert Martindale has resigned from the is reported that the sentiment of the mempartment of the Indiana Trust Company.

The rumors that Inspector Goodloe will quarters in Indianapolis.

\$475 to be applied on the payment of premiums for life and accident insurance on the firemen of that city.

health and accident insurance must have

The Supreme Court of Massachusetts has

Insurance seems to be the chief industry of Des Moines, the city having fifty-two concerns dealing in insurance, which give

shall be done by the State. The plan is to tax the growing crops and out of the money the state auditor as the losses occur. The fire department of Tampa, Fla., has struck in consequence of the City Council

city it is probable that an agreement would | tried for the murder of his wife and acspeedily be reached.

were not questioned. The frauds perpetrated by Italians which have been discovered in New York have caused different companies to lose probably \$1,000,000. The John Hancock Company alone paid twenty-three false claims,

electing delegates who will select the delegates for the meeting to be held in this be a great fight for a change in rates. It | panies which are not reputable

in assuming that there was no difference in the cost of hauling a load a block or a mile.

Mr. Coffin explained that Mr. Keach had

Yancy. Worthington, \$14; Felix Smith, National Military Home, Marion, \$8; Jonathan Thornton, Danville, \$12; Enos Allman, Huntington, \$12; Dr. Jameson asked Mr. Coburn if he thought the adoption of a plan like the Sullivan, \$12; Catharine Goble, Lakeside, \$8; Nelson plan, which enabled the service of Elizabeth McNeal, Hobart, \$8; Cynthia A. Hart,

industries at the surface, would reduce his objections. Mr. Coubrn said such a plan, if found to be practicable, would be a satisfactory solution of the problem. He said street depression, like the Illinois-street should not be tolerated. It was explained to him that the depression in most cases would be slight, and he left with the | Where you did dwell, and (legend saith) expression that the commission, along the You did coquette, Elizabeth! lines discussed, was on the road to a satisfactory solution of the question. Chairman Bennett said he had talked

with a manufacturer who had views on the They were not in accord with And scarce a page but which upon the drift of the commission's work. An- Appears some anecdote of "John. other member of the commission quoted another manufacturer who was complaining that elevation would destroy the efficiency of improvements he had made. Chairman Bennett said that the commission had publicly invited all to appear and make known their objections, and he hoped every man who had views would come before the commission and present them. The commission adjourned to meet at the

SAYRE A WILY ONE.

(CONCLUDED FROM FIRST PAGE.) ng company shall incorporate exclusively for the business contemplated at more than \$2,000,000 capitalization.—Judiciary No. 2. No. 358-Hendee-Providing for the incorporation of promoting companies and giv-ing them all necessary powers.—Judiciary No. 2.

No. 359-Crumbaker-Making communications to newspaper reporter privileged communications as to divulging the name of his informant.-Judiciary No. 2. No. 360-Goodwine-Reducing total weight of load and wagon that may be hauled over

New House Bills.

-Rights and Privileges. bill.—Legislative Apportionment.

No. 414—Edwards—Legalizing incorporation of town of Oolitic, Lawrence county.

No. 415-Van Fleet-Providing for inspec-tion of fraternal and beneficiary insurance societies.-Insurance. 416-Garman-Concerning improvement of Kankakee river .- Rivers. No. 417-Wilson-Providing for legaliza-tion of titles to real estate in cases where records were destroyed by fire prior to the year 1870 .- Judiciary. No. 418-Talcott-Amending South Bend charter.-Cities and Towns. No. 419-Miller-Amending road laws .-

No. 420-Sherman-Provides that in nomination of candidates for joint senator and representative county having surplus vote shall be represented in convention only by number of delegates that said surplus vote would entitle it to.—Legislative Ap-

institution.-Benevolent and Scientific In-

S. B. 50-Burns-Permits the town o Mishawaka to sell its electric light and water-works plants. Passed under sus-

H. B. 179-Cantwell-Providing regula-

tions for crossing of electric and steam railroads. Passed—76 to 4.

have no children at all." The next President will have just as many children as the present President has, and an increase in

named Indianians: Original—Thomas K. Alexander, Shelbyville, \$8; Benjamin Pillars, Decatur, \$6; William J. Carter, East Chicago, \$6 (war with Spain.)
Increase, Reissue, etc.—Darius Ault, Rochester, \$17; Elbridge G. Black, Lafayette, \$10; Joseph

axative Bromo Quinine Cures a Cold in One Day, Grip in 2 Days O. 10. Wrove box 250

bers is still strongly against any inposition of manager of the insurance de-

The Federal Union Surety Company has moved from the Law building into the Lemcke building, where it has offices on

be transferred to St. Paul are without foundation. He will still have his head-Citizens of Alton, Ill., have subscribed

The ruling of the Missouri Insurance Department that companies writing both

Agency appointments in Indianapolis are: William J. Warner, Aetna Life; C. A. Cor-Grant S. C. Record. Assignment of errors lett, Mutual Reserve Life; L. E. Francis, affected by the change, though it means by Emma Stradley. Assignment of errors H. R. Carroll and W. S. Carry, New the loss of a good many thousands in pre-

> recently decided that an insurance contract issued contrary to the laws of that State is absolutely void. The suit was brought upon an oral contract for life insurance. XXX

> support to 15,000 people, including agents, which is one-fifth of the entire population. A bill is being prepared in Minnesota which will provide that all hail insurance

or servants which are not criminal. [42] refusing to comply with its demands. If the fire insurance companies would immediately cancel all of the insurance in the

It appears that the appeal of the Pruden- the life of his wife in the same company; tial Insurance Company from the injunc- the company resisted payment on the tion against its merger with the Fidelity of a judgment against the county. The judges refused, were imprisoned, and filed the decision, which would impair the rights light in Oklahoma, where he is charged

x x x The camps of the Modern Woodmen are city during the summer, when there will

Mr. Coffin explained that Mr. Keach had said the difference in the actual time of

call of the chairman.

No. 361-Bell-Providing that on affidavit such courts of co-ordinate jurisdiction, the court shall send the cause of action to the other court in the county, unless the affidavit states that the influence or odium is general in county, in which event venue shall be to another county.-Judiciary No. 2.

No. 412-Lewis, of Fountain-Providing for disposition of dead bodies of animals. No. 413 - Stutesman - Reapportionment

No. 421-Morgan-Providing for sale of real estate occupied by deaf and dumb

Bills Passed by the House.

Same One. Dayton (O.) Herald. The Kansas City Journal opposes the in-crease of the salary of the President be-

Pensions for Veterans.

the family is not among the impossibilities

The Mutual Life Insurance Company of New York paid losses in Indiana to the amount of \$314,482.36 during 1902, which is more than \$1,000 for each working day of the year. This is exclusive of remuneration to agents, expenses of medical examinations, taxes and other incidental ex-

The accident companies will probably be caught for some good round sums in payment for insurance from losses resulting from the many railroad accidents which have occurred recently, but the examples of the benefit of suh insurance may provide compensation in the way of new policies issued.

J. Pierpont Morgan and Clement A. Griscom will carry their own insurance on all capital to the amount of \$200,000 has been the ships of the transatlantic trust. The value of the ships withdrawn is estimated to be about \$50,000,000, but most of the insurance was placed in companies abroad, so that American companies are not much miums to the former insurers.

> Policy holders of the Sun Life, which was recently absorbed by the Metropolitan Life, have begun suit in the courts at Louisville to enforce their demands for a share in the reserve fund of the Sun. It will be very hard for them to show that they are not benefited by the change, and the chief reason for the suits is probably the report of the large dividends paid on the stock of the Sun.

Insurance to the amount of \$15,500 on the life of a pauper was paid by the Equitable Life to a firm which had formerly been the employer of the insured. The heirs sued the company for the amount of the received create a fund to be distributed by policy, claiming that the insurance should not have been paid to the firm, since they had no insurable interest, but the company won on the point that the policies were incontestable one year after date.

At Norfolk, Va., a policy holder of the Life Insurance Company of Virginia was quitted on the ground that she committed suicide. He then sued for insurance on ground of suicide, but a verdict was given against them. After getting the money of the company to make investments if it with the murder of a second wife.

The law making it necessary to have the application attached to the policy may be all well and good, but it should be considered that there are cases where the applicant might not want it attached. If and the other companies were caught for he is going to present his policy to the from four to fifteen policies each. beneficiary, for instance, there may be facts shown in the application which he would not wish the beneficiary to know of. If will always be given to him by a reputable company; though it must be said that the object of the law is to get at the com-

> David Bennett, Richmond, \$30; John H. Tunstall, Springfield, \$17; Andrew Jones, New Paris, \$14. Widows, Minors and Dependent Relatives— Middletown, \$12.

Elizabeth.

Elizabeth, most fair and sweet Vent swift and gladly up and down

Quaintest of volumes, parchment bound, Where recipes and rhymes you wrote, With now and then a spicy note. He brought with him." "To-day, to me John brought a rose; I vowed I thought

Its pinkness from the dawn it caught. John's voyages were long and short,
You had a gift from every port
He touched, for his dear heart was true
To that gray-gabled town—and you
Who'd loved him with your dying breath.
O happy John, Elizabeth!

Elizabeth, each page appears
Dimmed by a hundred fleeting years,
In the walled graveyard by the sea
Where sweet salt winds blow fresh and free—
On your quaint tombstone we descry
The "wife of Thomas, here doth lie
Leaving Him Lone to Mourn her Death."
But what of "John," Elizabeth?

Delicious Drinks and Dainty Dishes

-C. V. C. Mathews, in Harper's Bazar

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ABSOLUTELY PURE Unequaled for Smoothness, Delicacy, and Flavor

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